

STAFF REPORT

Meeting Date: November 16, 2005

TO: LAFCO Commissioners

FROM: Everett Millais, Executive Officer *E.M.*

SUBJECT: LAFCO Salary Classifications

RECOMMENDATIONS:

- A. Approve salary ranges for the three LAFCO staff classifications subject to the County of Ventura Management, Confidential Clerical and Other Unrepresented Employees Resolution as proposed in Attachment 1, and request the County of Ventura to update its "Job Code and Salary Listing" accordingly by January 31, 2006.
- B. Request the County Human Resources Division to link the top of the salary range for the LAFCO Executive Officer to the top of the salary range of the County Deputy Director RMA-Planning salary range for benchmark purposes and to include the three LAFCO classifications in the same job cluster as the Deputy Director RMA-Planning classification for market-based average salary adjustments.
- C. Request the County Board of Supervisors to update the employment contract for the LAFCO Executive Officer consistent with the above recommendations, the recommendations of the County Counsel, and to include a the current job description for the LAFCO Executive Officer classification approved by the Commission in 2004.

COMMISSIONERS AND STAFF

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Kathy Long
Alternate:
Steve Bennett

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John Zaragoza
Alternate:
Janice Parvin

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Ted Grandsen
Alternate:
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PUBLIC:
Kenneth M. Hess
Alternate:
Louis Cunningham

EXECUTIVE OFFICER:
Everett Millais

LAFCO ANALYST:
Kim Uhlich

OFFICE MANAGER/CLERK:
Debbie Schubert

LEGAL COUNSEL:
Leroy Smith

DISCUSSION:

Background

Based on a Memorandum of Agreement (MOA) between LAFCO and the County of Ventura, the County is responsible for providing LAFCO with employees to staff its operations (Attachment 2, the MOA, Section 3). As such, all the LAFCO staff are County employees. The MOA, however, does not address the classifications or salaries of LAFCO employees.

Based on the MOA and at the request of LAFCO, the County also entered into an Employment Agreement for the LAFCO Executive Officer. The most recent Executive Officer Employment Agreement was entered into in March 2000 for the both the LAFCO Executive Officer and the Ventura Council of Governments (VCOG) Executive Director. In June 2001, after the adoption of the Cortese-Knox-Hertzberg legislation affecting LAFCOs and at the request of LAFCO, the County amended the Executive Officer Employment Agreement to reference that the Executive Officer will be employed full time by LAFCO (Attachments 3 and 4). Article 4 of the Executive Officer Employment Agreement (Attachment 3) addresses the compensation of the LAFCO Executive Officer. Included is a provision providing for the County as the employer to adjust the Executive Officer's salary based on an annual evaluation by the Commission and as requested by LAFCO. Also, the Employment Agreement provides for the Executive Officer to receive all adjustments and other general salary and/or benefit increases granted to other County employees covered under the County's "Management, Confidential Clerical and Other Unrepresented Employees" resolutions (Attachment 2 Section 4.04). This County resolution has been periodically amended since 2000 to provide for cost of living salary adjustments (COLAs) and for benefit changes. Thus, the Executive Officer's compensation has changed since 2000 in accordance with changes provided to County positions covered by the same resolution.

In addition to the Executive Officer, LAFCO has requested, and the County is currently providing, three other staff positions for LAFCO operations: a full time LAFCO Analyst and LAFCO Office Manager/Clerk to the Commission, and a half time Office Assistant II. The LAFCO Analyst and LAFCO Office Manager/Clerk to the Commission classifications were created as unique classifications in 2004 at the request of LAFCO. These positions are also subject to the County's "Management, Confidential Clerical and Other Unrepresented Employees" resolutions. At the time these two classifications were created salary ranges were set by reference to the County's Planner IV (for LAFCO Analyst) and Administrative Assistant III (for LAFCO Office Manager/Clerk to the Commission) classifications, as these were the previous classifications. The Office Assistant II position is a standard County job classification that is not unique to LAFCO. Thus, the following issues do not apply to this position.

Issues

1. LAFCO itself has not established a salary range for the LAFCO Executive Officer position. For County job code purposes, the County Human Resources Division has set a salary range, but LAFCO has not had any role in determining a salary range. Per the Employment Agreement, LAFCO can make whatever compensation adjustment it deems appropriate, but there is no reference to any salary range. Because LAFCO is a separate agency from the County and responsible for annually adopting and administering a separate budget, and for ease in administering the LAFCO Executive Officer's compensation, LAFCO should determine an appropriate salary range for the Executive Officer. That way LAFCO could grant merit increases as deemed appropriate within the salary range.
2. There is currently no mechanism for the compensation for any of the three distinct LAFCO classifications (Executive Officer, Analyst, Office Manager/Clerk to the Commission) to be adjusted based on "market-based average" reviews. As noted, these positions are covered under the County's Management, Confidential Clerical and Other Unrepresented Employees resolution. Thus, whenever the County periodically amends this resolution to provide cost of living adjustments, the salary ranges for eligible positions are automatically adjusted accordingly. Depending on performance evaluations, all or a portion of the COLA may be passed on to employees. However, the County also conducts periodic market-based-average studies of comparable positions within defined labor market areas. These studies are conducted for defined "benchmark" classifications, with other classifications tied to the benchmarks in so-called "job clusters." If the market-based-average study determines that the compensation for a benchmark classification is not consistent with the defined labor market, the Management, Confidential Clerical and Other Unrepresented Employees resolution is revised to attempt to bring the compensation for the benchmark classification and all classifications within the same job cluster more consistent with the labor market. Any market-based-average salary adjustments affect the benchmark and related job cluster salary ranges, but like COLAs, actual salary is based on performance evaluations for merit increases within a given salary range. Because none of the three distinct LAFCO classifications are tied to any benchmark classification or are in any benchmark classification job cluster, they have not been, and prospectively will not be, included in any market based average compensation adjustments.
3. The LAFCO Executive Officer Employment Agreement is out of date. In preparing this entire matter for Commission discussion and action I requested the advice and assistance for both the County Human Resources Division and County Counsel as LAFCO legal counsel. As discussed in the attached Memorandum (Attachment 5), it would be desirable to amend and update the Employment Agreement between the County and the LAFCO Executive Officer. As a part of any such amendment it would be logical to include the most recent job description for the position (Attachment 5).

Recommendations – Fiscal Impacts

The recommendations being made are to address each of the three issues noted. The recommendations have been reviewed by the County Human Resource Division and are acceptable within the County's classification structure.

The recommendations will not have any immediate impact on the LAFCO budget. Only the salary ranges of the three distinct LAFCO classifications will be affected. Actual salaries will continue to be based on employee performance reviews based on the Employment Agreement for the Executive Officer and the County's Personnel Rules and Regulations.

Over time, however, adjustments to salary ranges and decisions about where employee salaries are set within salary ranges will have budget impacts, just as is the case currently. Approximately 65% of the current LAFCO budget is for employee salaries and benefits. Increases in employee salaries and benefits will cause future budget increases and will impact the LAFCO revenue necessary from the County, the cities and the independent special districts. Exact impacts cannot be determined at this time, without attempting to formulate future budgets.

Alternatives

While there is always the alternative not to make any changes, this is not recommended. LAFCO should determine the classifications and the salaries of the employees it wants assigned by the County, as LAFCO is responsible for budgeting and fully compensating the County for such employee services. Further, all work activities of these employees relate solely to LAFCO functions.

There is a viable option to the second recommendation, however. Rather than link the top of the LAFCO Executive Officer salary range to the County benchmark position of Deputy Director RMS-Planning (the County Planning Director position) and including all three distinct LAFCO classifications in the Deputy Director RMA-Planning job cluster for future market-based-average adjustments, the Commission could request the County to establish the LAFCO Executive Director as a separate benchmark position and to place the other two LAFCO classifications in a related new job cluster. This alternative is also acceptable to the County Human Resources Division.

The reasons for recommending the relationship with the Deputy Director RMS-Planning classification are that it will be somewhat easier to administer as no new surveys will have to occur as a part of the County's market-based-average studies and because, in the event of a vacancy, the probable recruitment market for LAFCO employees will need to be broader than just the existing base of LAFCO employees in the state. Especially for the LAFCO Executive Officer and Analyst positions there is substantial crossover with city and county community development and planning positions. Thus, it makes sense to have comparable compensation.

Attachments

1. Proposed salary range adjustments for LAFCO classifications
2. Memorandum of Agreement LAFCO and the County of Ventura
3. Employment Agreement for Executive Officer of LAFCO and VCOG
4. First Amendment to Employment Agreement for Executive Officer
5. County Counsel Memorandum, Nov. 2, 2005, RE: Classification Salary Issues

Attachment 1

Proposed Salary Range Adjustments for LAFCO Classifications Covered by the County of Ventura Management, Confidential Clerical and Other Unrepresented Employees Resolution

Classification	Current Annual Salary Range		Proposed Annual Salary Range	
	Minimum	Maximum	Minimum	Maximum
LAFCO Executive Officer	\$102,279.25	\$117,621.24	\$90,683.77	\$129,548.25
LAFCO Analyst	\$50,222.41	\$70,582.98	\$54,410.27	\$77,728.95
LAFCO Office Manager/ Clerk to the Commission	\$42,141.01	\$59,095.96	\$45,341.89	\$64,774.13

Notes:

1. The proposed salary ranges reflect a 30% "spread" between the minimum and maximum (i.e. the minimum is 30% less than the maximum).
2. The proposed salary ranges reflect the same approximate internal relationship between classifications that currently exist (e.g. the top of the range for the LAFCO Analyst is approximately 60% of the top of the range for the LAFCO Executive Officer, and the top of the range for the LAFCO Office Manager/Clerk to the Commission is approximately 50% of the top of the range of the LAFCO Executive Officer).

ATTACHMENT 2

MEMORANDUM OF AGREEMENT BETWEEN THE VENTURA LOCAL AGENCY FORMATION COMMISSION AND THE COUNTY OF VENTURA FOR THE PROVISION OF EMPLOYEES, SERVICES, OFFICES AND MATERIALS

THIS AGREEMENT is made effective July 1, 2001, by and between the County of Ventura ("the County"), and the Ventura Local Agency Formation Commission ("LAFCO") with respect to the following facts:

A. For more than 30 years the County, in compliance with its obligation in former Government Code section 56380, has funded LAFCO and has furnished it with office space, employees, and administrative, technical, legal and other services.

B. Effective January 1, 2001, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("CKH") modified the statutory mechanism by which LAFCO is funded, making it the joint responsibility of cities, independent special districts and the County as described in Government Code section 56381. CKH also amended Government Code section 56380 to require LAFCO to "make its own provision for necessary quarters, equipment, and supplies, as well as personnel." That section also authorizes LAFCO to contract with any public agency or private party for personnel and facilities.

C. LAFCO and the County find it convenient and economical to continue their long-established relationship with one another, and to formalize the financial aspects of that relationship in accordance with CKH. The purpose and intent of this agreement is, therefore, to set forth the County's agreement to provide space, services, employees and materials to LAFCO as though it were an agency of the County, and for LAFCO to reimburse the County for the costs thereof at the official rates established by the Board of Supervisors of the County.

IN CONSIDERATION of the mutual rights and duties set forth in this agreement, the parties agree as follows:

1. **County Financial System:** To assist in LAFCO's financial planning and management of its resources, LAFCO shall continue to participate as a fund in the County's financial management system. LAFCO shall, however, retain its statutory independence to establish its own budget.

2. **Office Space, Furniture and Equipment:** The County shall provide LAFCO with suitable office space, and such furniture and equipment as LAFCO requires.

LAFCO shall pay the County the usual rents and related charges paid for similar space, furniture and equipment by County agencies and departments.

3. **Personnel**: The County shall, in accordance with its Personnel Rules and Regulations, and with LAFCO's requirements as determined by LAFCO, provide LAFCO with employees to staff its operations, including without limitation, an Executive Officer. LAFCO retains and shall exercise its sole discretion in determining the number and qualifications of its employees, the terms of employment if it chooses to employ pursuant to contract, and the selection of those individuals it elects to have hired to serve it.

4. **Support Services**: The County shall provide to LAFCO the services of the following County departments as LAFCO may require them:

4.1. **Assessor**: The Assessor shall provide LAFCO with assessment and parcel map information, property owner information for the issuance of legal notices, review of pending proposals, and such related services as the parties agree to be necessary.

4.2. **Auditor-Controller**: The Auditor-Controller shall provide LAFCO with general accounting, accounts payable and payroll services, cost accounting, rate setting, and such related services as the parties agree to be necessary. Special studies and audits will be performed at a charge to be agreed to by the County and LAFCO.

4.3. **County Executive Officer**: The County Executive Officer shall provide LAFCO with budget development and financial review services, and shall serve as coordinator of LAFCO's relationships with the Board of Supervisors and County agencies and departments, and provide such related services as the parties agree to be necessary.

4.4. **Clerk/Recorder**: The Clerk/Recorder/Elections Officer shall fulfill the statutory duties assigned to that office in CKH, including without limitation, providing LAFCO with registered voter information, convening the City Select Committee, and swearing in commissioners. Related services as the parties agree to be necessary shall also be provided.

4.5. **County Counsel:** The County Counsel shall provide general legal counsel to LAFCO and such other legal services as the parties agree to be necessary. In the event of a potential or actual conflict of interest, the County Counsel shall use his best efforts to resolve the conflict, or to arrange for alternate counsel for LAFCO.

4.6. **General Services Agency:** The General Services Agency shall provide its full range of support services, including without limitation, facilities management and maintenance, purchasing, mail, security, document copying and publishing, warehouse and distribution services, project management, real property services, fleet services and related services as the parties agree to be necessary.

4.6.1. **Risk Management Department:** The Risk Management Department of the General Services Agency shall include LAFCO in its risk pool and shall provide defense and indemnification to LAFCO and its employees as it would for any County agency, including without limitation, for all claims, demands and causes of action for damages arising from workers' compensation and tort liability.

4.7. **Human Resources Division:** The Human Resources Division of the Chief Administrative Office shall provide personnel recruitment, testing, certification, classification, compensation studies, position control, records maintenance, employment verifications, labor relations, discipline/grievance administration, training, benefits management and administration, and related services as the parties agree to be necessary.

4.8. **Information Services Department:** The Information Systems Department shall provide LAN infrastructure, management and administration, e-mail, voice and data network, wireless and security services, application systems support and development, and related services as the parties agree to be necessary.

4.9. **Public Works Agency:** The Public Works Agency shall provide proposal review and comment, survey and mapping services, geographic information system information and access, and related services as the parties agree to be necessary.

4.10. **Resource Management Agency:** The Resource Management Agency shall provide proposal review and comment, general plan, related land use and policy information and documents, graphics and mapping services, geographic information system information and access, and related services as the parties agree to be necessary.

5. **Reimbursement of County by LAFCO:** LAFCO shall reimburse the County for the costs of the services, employees, space and materials provided pursuant to this agreement. The amount of reimbursement shall be determined on a monthly, or other mutually agreed periodic basis, in accordance with the official rates established by the Board of Supervisors, and shall be paid in the ordinary course of County operations through transfers between County funds or through the County's cost allocation plan. The method of reimbursement of each department or agency shall be established through consultations among the department, the Auditor-Controller, the County Executive Officer and LAFCO.

6. **Term of Agreement:** This agreement shall be effective from and including July 1, 2001, to and including June 30, 2002. This agreement will automatically renew each fiscal year thereafter unless notice to terminate is given either by the County or by LAFCO at least ninety (90) days before the end of a fiscal year. Any notice given shall be effective only upon the first day of the first succeeding fiscal year that is at least ninety (90) days after such notice is given.

7. **Integrated Agreement:** This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter. Each party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.

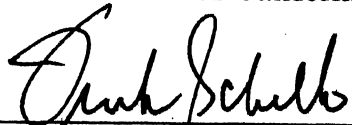
8. **Contingent Liability:** LAFCO and the County agree that certain services and obligations shall survive any termination of this agreement to the extent that there remain as of the date of termination any contingent liabilities for covered acts or omissions of LAFCO, either known or unknown, incurred before the date of termination.

9. **Modification:** Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.

10. **No Waiver:** The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

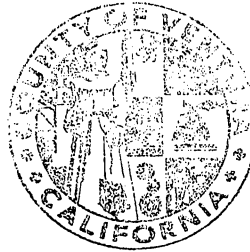
COUNTY OF VENTURA, a political
subdivision of the State of California

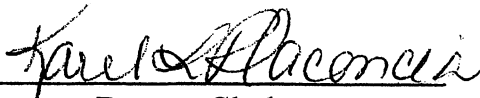
Dated: 5-22-01

By 
FRANK SCHILLO, CHAIR
BOARD OF SUPERVISORS

ATTEST:

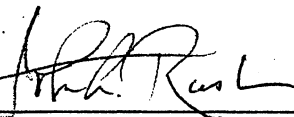
Richard D. Dean, County Clerk,
County of Ventura, State of
California, and ex officio Clerk
of the Board of Supervisors thereof.



By 
Deputy Clerk

VENTURA LOCAL AGENCY
FORMATION COMMISSION

Dated: 5-16-01

By 
JOHN RUSH, ITS CHAIR

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LAFCO/COUNTY MEMORANDUM OF AGREEMENT

ATTACHMENT 3

EMPLOYMENT AGREEMENT FOR EXECUTIVE OFFICER OF THE VENTURA LOCAL AGENCY FORMATION COMMISSION AND THE VENTURA COUNCIL OF GOVERNMENTS

The COUNTY OF VENTURA, a political subdivision of the State of California, ("Employer"), and EVERETT MILLAIS, ("Employee"), in consideration of the mutual promises made herein, agree as follows:

ARTICLE 1. EMPLOYMENT

1.01 Employee accepts employment, and Employer employs Employee, beginning on March 27, 2000. The employment may be terminated at the will of either party as described in Article 5, and is not subject to Employer's civil service rules.

ARTICLE 2. DUTIES OF EMPLOYEE

2.01 During the period from March 27, 2000, through April 2, 2000, Employee shall be employed as extra-help serving both the Ventura Local Agency Formation Commission ("LAFCO") and the Ventura Council of Governments ("VCOG") under the direction of the executive of those agencies. Commencing April 3, 2000, Employee shall assume the duties of Executive Officer of LAFCO and Executive Director of VCOG. The duties of those respective positions are set forth in the job descriptions attached as Exhibits A and B. LAFCO shall have complete control and direction of Employee with regard to LAFCO work, and VCOG shall have complete control and direction of Employee with regard to VCOG work.

2.02 (a) Employee shall devote his/her productive time, ability, and attention to the work of LAFCO and VCOG during the term of this contract. Employee shall devote approximately one-half of his time to the duties of Executive Officer of LAFCO, and the other half to the duties of Executive Director of VCOG.

(b) Employee shall not engage in any other business, duties or pursuits or render any services of a business, commercial, or professional nature to any other person or organization for compensation without the prior consent of both LAFCO and VCOG. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this agreement.

(c) Employee is not prohibited from making personal investments or managing personal business affairs, outside of normal business hours, which do not involve the rendering of services for compensation.

2.03 The duties of Employee may be changed from time to time by the Employer. In the event of such change, the employment shall be construed as continuing under this agreement. If Employee refuses to perform any changed duties, Employee's refusal shall be deemed a voluntary termination of this agreement by Employee.

ARTICLE 3. OBLIGATIONS OF EMPLOYER

3.01 Employer shall provide Employee with the compensation, benefits, and business expense reimbursement specified in article 4 of this agreement.

3.02 Employer shall provide a suitable office, staff, equipment and supplies adequate for the performance of Employee's duties.

3.03 Employer shall pay for Employee's memberships in those professional organizations of Employee's choosing, if the membership is appropriate to Employee's job duties and responsibilities. The total cost of such memberships shall not exceed the sum of \$1,000 annually.

3.04 Employer shall indemnify Employee for all losses sustained by Employee in direct consequence of the discharge of his duties, as is more particularly set forth in California Government Code section 825 et seq.

ARTICLE 4. COMPENSATION OF EMPLOYEE

4.01 As compensation for Employee's services, Employee shall be paid an annual salary of \$90,000.00 which shall be paid in equal biweekly installments in accordance with Employer's usual pay schedule. The salary shall be prorated for any partial employment period.

4.02 Employee's performance shall be separately reviewed and evaluated by both LAFCO and VCOG at the end of the first six months of employment, and at the end of each year of employment thereafter. Each agency may, in its discretion, at the time of such review, request that Employer adjust Employee's salary in accordance with the agency's evaluation of Employee's performance for that agency. Employer shall make such adjustments as are requested by VCOG or LAFCO.

4.03 During the period from March 27, 2000, through April 2, 2000, while he is employed as extra help, Employee shall not receive any of the benefits or compensation described herein, except salary at the rate set forth in section 4.01. Commencing April 3, 2000, Employee shall be entitled during the term of this agreement to all benefits accorded the "LAFCO/VCOG Executive Officer" as set forth in the "Management, Confidential Clerical and Other Unrepresented Employees Resolution" which became effective June 13, 1999, and as it may be amended or readopted from time to time; provided, however, that Employee shall receive the following benefits in lieu of those accorded the position of "LAFCO/VCOG Executive Officer":

(a) Employee shall receive the "Executive Annual Leave" benefit, and shall, commencing April 3, 2000, accrue annual leave at the rate for an employee who has five (5) "years of completed service."

(b) For the "Health Insurance" benefit, Employee shall receive the Flexible Benefit contribution provided to employees in Category 2.

(c) Employee shall receive an "Automobile Allowance" in the amount provided to recipients of "Car Allowance 'A'."

Employee shall receive all adjustments and other general salary and/or benefit increases granted by Employer's "Management, Confidential Clerical and Other Unrepresented Employees" resolutions, as they may be adopted from time to time, but only if he would be eligible for such increases were he employed in the Employer's classified position of LAFCO/VCOG Executive Officer within the Chief Administrative Office.

4.04 Employee shall be an "employee" for the purpose of eligibility for participation in benefits under Tier I of the Retirement Plan of the Ventura County Employees' Retirement Association.

4.05 If Employee's services under this contract are terminated by Employer without cause as provided for herein, Employee shall be entitled to severance pay in accordance with the following schedule:

(a) Three (3) months' pay if notice of the termination is given by the Employer on or before the first anniversary of the date of this agreement;

(b) Four (4) months' pay if notice of the termination is given by the Employer after the first anniversary, and on or before the second anniversary;

(c) Five (5) months' pay if notice of the termination is given by the Employer after the second anniversary, and on or before the third anniversary;

(d) Six (6) months' pay if notice of the termination is given by the Employer after the third anniversary. This is the maximum amount payable as severance pay.

For purposes of this section 4.05, "pay" is defined as the Employee's base salary, the value of all benefits specified in section 4.03, retirement pick-up, and annual leave accrual at the time of the termination notice. Employee's usual payroll deductions will be deducted from any gross pay.

4.06 If Employee's services under this contract are terminated for cause as provided for herein, Employee shall be entitled only to compensation and benefits earned under this contract, prorated up to and including the date of termination.

ARTICLE 5. TERMINATION OF EMPLOYMENT

5.01 Employee is employed at the will of the Employer, and Employer reserves the right to terminate this agreement without cause, subject only to the payment of severance pay as described in section 4.05.

5.02 Employer reserves the right to terminate this agreement for cause. Cause shall include: fraud in securing this contract, incompetency, inefficiency, inexcusable neglect of duty, physical or mental disability, insubordination, dishonesty, drunkenness, intemperance, addiction to narcotics or habit forming drugs, inexcusable absence without leave, conviction of a felony or misdemeanor involving moral turpitude, immorality, discourteous treatment of the public or other employees, improper political activity in violation of Sections 1351 and 1351.1 of the Ventura County Ordinance Code, willful disobedience, violation of any of the provisions of Article IV of the Ventura County Ordinance Code, which among other things includes the corrupt use of official authority or influence, or any other failure of good behavior or acts which are incompatible with or inimical to the public service.

5.03 Employer shall provide Employee notice of termination of this agreement for cause at least 30 days before the effective date of the termination. Employee shall have no right of appeal from termination of this agreement for cause. In the event Employee disputes the existence of cause for the termination, Employee's sole remedy shall be for breach of contract to recover only the value of the severance pay described in section 4.05.

5.04 Employee may terminate this agreement by providing Employer notice of termination at least 45 days before the effective date of the termination.

ARTICLE 6. GENERAL PROVISIONS

6.01 This agreement shall only become effective when it has been approved by the Ventura County Board of Supervisors and has been ratified by VCOG and LAFCO, and a memorandum of agreement concerning the employment of Employee has been adopted by those three entities.

6.02 This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the parties with respect to that employment. Each party acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.

6.03 Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.

6.04 The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Employment Contract
County of Ventura and Everett Millais
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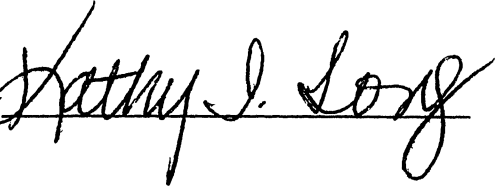
6.05 If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

EMPLOYEE


EVERETT MILLAIS

Dated: March 29, 2000

COUNTY OF VENTURA

By 

Dated: _____

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County of Ventura
Classification Specification

Revised: 01/94
Adopted: 11/88

LAFCO EXECUTIVE OFFICER

Agency: Chief Administrative Office

Definition:

Under general administrative direction of the Chief Administrative Officer, provides executive officer staff services to the Local Agency Formation Commission; and performs related work as required.

Distinguishing Characteristics:

This classification differs from others in the administrative series in that the position acts in an executive officer capacity in providing specialized administrative staff services to the Local Agency Formation Commission.

Examples of Duties:

1. Receives and analyzes applications and petitions for changes or additions to organizational units of local government, such as city or special district annexations, special district formations, consolidations, dissolutions, incorporations, and other organization changes.
2. Determines legal acceptability for filings, checks sufficiency of petitions, and certifies their correctness.
3. Prepares written reports and recommendations and presents them to the Commission. These reports and recommendations are based upon the merits of the application and include such factors as population, geography, present and future cost, adequacy and need for governmental services, effect of the proposed change on other governmental services, and other factors pertinent to the desirability of a change in or addition to a unit of local government.
4. Carries out related staff work as directed by the Commission and implements the decisions made by the Commission.
5. Supervises subordinate staff.

Examples of Duties (cont.):

6. May also serve as a senior staff member for the Chief Administrative Office and perform high level administrative duties as assigned.

QUALIFICATION GUIDELINES

Knowledge, Skills, and Abilities:

Comprehensive knowledge of: the organizational structure, financing, functioning, and problems characteristic of local government units; the current trends in public administrative analyses; and literature in the general field.

Thorough ability to: prepare comprehensive written reports and recommendations concerning a variety of difficult problems involving proposed changes in organizational units of local government and make oral presentations; earn and maintain the confidence and cooperation of governmental officials, the Local Agency Formation Commission, and the public; communicate effectively orally and in writing; and supervise subordinate staff.

Working Conditions:

Travel is required within the County to coordinate and/or recommend changes to units of local government and the incumbent may be required to attend occasional evening meetings.

RECRUITING STANDARDS

Education/Experience:

Progressively responsible experience with local government units which has led to the acquisition to the required knowledge, skills and abilities. The required knowledge, skills and abilities also can be obtained by completion of a Bachelor's degree AND at least four years of related experience.

Other Requirements:

Must possess a valid California driver license.

Analyst: LJ
Reviewed: HT

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R a l p h A n d e r s e n
& A s s o c i a t e s

Career Opportunity Executive Director Ventura Council of Governments

THE ORGANIZATION

The Ventura Council of Governments (VCOG), formed in December 1992, is a joint Powers Authority, representing the regional planning, economic and organizational interests of the County of Ventura, its ten incorporated cities (Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley, and Thousand Oaks), as well as neighboring Los Angeles County communities (the Cities of Agoura Hills and Westlake Village). VCOG is guided by a 17 member Governing Board, comprised of one councilmember from each member city and five members of the Ventura County Board of Supervisors. An Administrative Committee provides advance planning for the Governing board, and there are several ad hoc standing committees on such issues as regional housing coordination, reinventing government, and economic development.

VCOG serves as the designated sub-regional link with the Southern California Association of Governments (SCAG) and is responsible for preparation and implementation of the sub-regional element of the SCAG Regional Comprehensive Plan. VCOG is also active in a number of important public policy areas, including: consolidation of other public commissions; overall economic development strategy; military base support; region-wide housing issues; intergovernmental coordination and cooperation; conflict resolution; and urban form.

THE POSITION

The Executive Director is responsible for the overall administration, policy development, program planning, and fiscal management of the agency. The position requires a leader with strategic planning and program development background who has a successful record in working with elected officials, and in building consensus with a variety of public agencies, interest groups, media, and the community at large.

The successful candidate should have at least four years of progressive, professional experience in government administration and public policy development, and have graduated from an accredited college or university with a Bachelors and/or Masters degree in public administration, urban studies, economics, planning, or a related field. The Executive Director will also be a person who:

- Is well-grounded in the broad range of issues with which cities and counties must deal;
- Has the requisite skills to work effectively with a broad range of elected and appointed officials with a wide variety of styles and priorities;
- Is a skilled facilitator who can achieve consensus working with agencies that may have differing needs and views;
- Is an effective communicator, orally and in writing, with the ability to clearly explain complex issues to others;
- Is politically astute, but not political.

COMPENSATION

Salary and benefits are negotiable, depending upon qualifications. Current duties are provided on a contract consultant basis.

APPLICATION PROCEDURE

To be considered for this career opportunity, please submit a full, detailed resume of your educational and professional background, salary history, four work related references, and two letters of recommendation to:

Joe Hinsberg
Ralph Andersen & Associates
1446 Ethan Way, Suite 101
Sacramento, CA 95825
Telephone: (916) 929-5575
Fax: (916) 929-2075
raa@onramp.net

Final Filing Date: December 12, 1995

SELECTION PROCESS

A screening process will be conducted to evaluate all resumes and supplemental information. Those applicants possessing the most desirable qualifications will be invited to participate in individual oral interviews. The appointment of an Executive Director is anticipated to be made by January, 1996.

ATTACHMENT 4

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR EXECUTIVE OFFICER OF THE VENTURA LOCAL AGENCY FORMATION COMMISSION AND THE VENTURA COUNCIL OF GOVERNMENTS

This first amendment to employment agreement by and between the COUNTY OF VENTURA, a political subdivision of the State of California ("Employer"), and EVERETT MILLAIS ("Employee"), is made effective July 1, 2001, with respect to the following facts:

A. Employee has been employed by Employer since March 27, 2000, as the LAFCO/VCOG Executive Officer pursuant to the Employment Agreement for Executive Officer of the Ventura Local Agency Formation Commission and the Ventura Council of Governments ("the Agreement") executed by Employee on March 29, 2000.

B. The adoption by the Legislature of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 imposes on the Ventura Local Agency Formation Commission ("LAFCO"), for whom Employee has worked half-time, additional duties and responsibilities which make it necessary for LAFCO to employ a full-time Executive Officer.

C. LAFCO has given notice of the termination of the Memorandum of Agreement among the County, LAFCO and the Ventura Council of Governments pursuant to which Employee has served as LAFCO/VCOG Executive Officer, and has requested that the Employer assign Employee to work for LAFCO full-time as its Executive Officer. Employee is willing to assume the full-time position as LAFCO Executive Officer, and Employer is willing to assign Employee to that position.

IN CONSIDERATION of the mutual rights and duties set forth in this amendment, the parties agree to amend certain sections of the Agreement as set forth below:

1. Article 2, section 2.01 is amended to read as follows:

2.01 Commencing July 1, 2001, Employee shall assume on a full-time basis the duties of Executive Officer of LAFCO as set forth in the job description attached as Exhibit A to the Agreement. LAFCO shall have complete control and direction of Employee.

2. Article 2, section 2.02, subdivisions (a) and (b) are amended to read as follows:

2.02 (a) Employee shall devote his/her productive time, ability, and attention to the work of LAFCO during the term of this contract.

(b) Employee shall not engage in any other business, duties or pursuits or render any services of a business, commercial, or professional nature to any other person or organization for compensation without the prior consent of LAFCO. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this agreement.

3. Article 4, section 4.02 is amended to read as follows:

4.02 Employee's performance shall be reviewed and evaluated by LAFCO in October of each year of employment. LAFCO may, in its discretion, at the time of such review, request that Employer adjust Employee's salary in accordance with LAFCO's evaluation of Employee's performance. Employer shall make such adjustments as are requested by LAFCO.

4. This amendment shall only become effective when it has been approved by the Ventura County Board of Supervisors and has been ratified by LAFCO, and a memorandum of agreement between the County and LAFCO concerning the employment of Employee has been adopted.

5. This amendment supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter and contains all of the covenants and agreements between the parties with respect to those subjects. Each party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise on this subject not contained in this agreement shall be valid or binding on either party.

First Amendment to Employment Contract
County of Ventura and Everett Millais
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EMPLOYEE

Everett Millais
EVERETT MILLAIS

Dated: 6-14-01

COUNTY OF VENTURA

By *[Signature]*
Dated: 6-18-01

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APPROVED this 5th day of June 2001.

Frank Schillo
Frank Schillo, Chair
County of Ventura
Board of Supervisors

ATTEST:

Richard D. Dean, County Clerk, County of
Ventura, State of California, and ex officio
Clerk of the Board of Supervisors, thereof

By *Roberta Rodriguez*
Deputy Clerk



ATTACHMENT 5

**MEMORANDUM
COUNTY OF VENTURA
COUNTY COUNSEL'S OFFICE**


RECEIVED

NOV 02 2005

Ventura LAFCO

November 2, 2005

TO: Everett Millias, LAFCO Executive Officer
FROM: Leroy Smith, Chief Assistant County Counsel
RE: CLASSIFICATION SALARY ISSUES



INTRODUCTION

You have inquired about the steps necessary to address the salary structure of the Local Agency Formation Commission's (LAFCO) staff and your employment contract. By way of background, although LAFCO has the right to directly hire its own staff, the County of Ventura (County) and LAFCO have agreed that the County will provide staff support for LAFCO, for which LAFCO will reimburse the County. The agreement is memorialized in a memorandum of agreement (MOA) dated July 1, 2001. Thus, each member of LAFCO's current staff is a County employee.

Your employment with the County as the LAFCO Executive Officer is governed by a written contract. The contract established a starting salary in 2000, and provided that you would be entitled to general salary increases granted in the County's Management Resolution. It also provided that LAFCO would evaluate your performance annually, and could request the County to adjust your salary accordingly. You have received generally applicable cost-of-living increases, but no other adjustments have been made to your salary. The LAFCO Executive Officer classification is included in the County's Classification and Salary Listing and has a salary range of \$102,279 to \$117,621.

Other County employees assigned to LAFCO include a LAFCO Analyst and a LAFCO Office Manager/Clerk to the Commission. These classifications are unique to LAFCO. When created, the salary ranges for the classifications were set by reference to the Planner IV and Administrative Assistant III classifications. Over time, however, the LAFCO classifications have fallen approximately four percent behind the comparable

classifications. The current salary ranges are \$50,222 - \$70,582 for the LAFCO Analyst classification and \$42,141 - \$59,095 for the LAFCO Officer Manager/Clerk to the Commission classification.

Generally, the County has granted two types of salary increases to unrepresented employees: (1) cost-of-living increases, and (2) market-based-average adjustments based on comparable salaries. As to the latter, the County has used job clusters and selected a so-called benchmark classification from each cluster, and then determined comparable salaries for that classification in other jurisdictions. The resulting adjustment is then applied to all classifications in the job cluster.

Because the unique LAFCO classifications are so new, there is not a well-established practice for determining market-based-adjustments for these classifications. You wish to work with the Human Resources Division to establish an appropriate protocol for making salary adjustments to the LAFCO classifications, and to address the issue of internal salary consistency. Specifically, you wish to: (1) set the Executive Officer's salary at the same level as the salary for the Deputy Director RMA-Planning classification; (2) set the LAFCO Analyst's salary at 60 percent of that salary; and (3) set the LAFCO Office Manager/Clerk to the Commission's salary at 50 percent of that salary.

DISCUSSION

A two-step process is required to accomplish your goals. One, the salary ranges need to be changed to the levels you seek, i.e., 100 percent, 60 percent and 50 percent of the Deputy Director RMA-Planning classification's salary. It does not appear that this can be done through the normal market-based-adjustment process. However, if the Human Resources Division agrees, the salary range changes you suggest could easily be incorporated in a board letter recommending the market-base-adjustments, all of which would be subject to Board of Supervisor approval. Your need for internal salary consistency among LAFCO job classifications certainly could be a persuasive justification for such changes. Theoretically, the desired change to the LAFCO Executive Officer salary could be accomplished without Human Resources Division support because the employment contract (signed by the County) already provides that the County will make any adjustments to your salary that are requested by LAFCO. (See contract, § 4.02.)

Everett Millias
November 2, 2005
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Step two is an agreement with the Human Resources Division to include the three LAFCO classifications in the same job cluster as the Deputy Director RMA-Planning classification. This would ensure that in future years the LAFCO classifications would receive the same market-based-adjustments (i.e., raises) that are received by the Deputy Director RMA-Planning. I believe that this step can be accomplished administratively, and need not be approved by the Board of Supervisors.

I do not believe that your employment contract or the MOA have to be amended at this time to facilitate these changes. But it would be desirable at some point to clarify some of the contract language. Section 4.02 of the contract allows LAFCO to more or less dictate any adjustment to your salary, however, if a salary range and market-based-adjustment approach is used, it would make sense to limit adjustments to points within the established salary range. If the County wants to agree that LAFCO can dictate any salary for the LAFCO Executive Officer (i.e., change the salary range), that power more logically should be included in the MOA.

Also, the wording of section 4.03 of the contract is somewhat confusing and outdated, particularly the clause, "but only if he would be eligible for such increases were he employed in the Employer's classified position of LAFCO/VCOG Executive Officer within the Chief Administrative Office." The contract should just state that you are employed as the LAFCO Executive Officer, and you are entitled to all adjustments and salary/benefit increases granted to that classification by the Management Resolution. It would also be helpful if the contract stated right up front (i.e., section 1.01), that you are employed in the classification of LAFCO Executive Officer.

Please feel free to call me at 654-2697 if I can be of further assistance in these matters.

LS:mt

pc: Barbara Journet, Chief Deputy
Executive Officer, Human
Resources Division

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